

99094 (22-99-109) 6-99-2  
New Carquinez Bridge Constr. Easement

AFTER RECORDING, RETURN TO:

Location: City/Uninc \_\_\_\_\_  
Recording Fee \$ \_\_\_\_\_  
Document Transfer Tax \$ \_\_\_\_\_  
☐ Computed on Full Value of Property Conveyed, or  
☐ Computed on Full Value Less Liens & Encumbrances  
Remaining at Time of Sale \_\_\_\_\_

Signature of declarant or agent determining tax \_\_\_\_\_

### EASEMENT

THIS INDENTURE is made by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called first party, and the STATE OF CALIFORNIA, acting by and through the Department of Transportation, hereinafter called second party.

First party is the owner of certain lands, hereinafter called first party's lands, situate in the City of Vallejo, County of Solano, State of California, described as follows:

(APN 0062-090-004)

The parcel of land described in the deed from Manuel Dos Reis and others to Great Western Power Company, predecessor in interest of first party, dated January 11, 1917 and recorded in Liber 225 of Deeds at page 436, Solano County Records; EXCEPTING THEREFROM that portion thereof lying within the boundary lines of the two parcels of land, one described and designated PARCEL II in the deed from Great Western Power Company of California, predecessor in interest of first party, to John T. Whitmire dated January 6, 1927 and recorded in Liber 288 of Deeds at page 143, Solano County Records and the other conveyed by Pacific Gas and Electric Company to the State of California, by deed dated November 17, 1959 and recorded in Volume 1046 of Official Records at page 181, Solano County Records.

Second party desires the use of a portion of first party's lands as a temporary easement for construction purposes to expire on December 31, 2006 in connection with the reconstruction of the Carquinez Bridge in Solano County.

In consideration of value adequate therefor paid to first by second party, the receipt whereof is hereby acknowledged, first party hereby grants to second party a temporary easement for construction purposes and incidents thereto, to expire on December 31, 2006, upon, over and across the parcels of land described as follows:

1/5  
The two parcels of land, one described in EXHIBIT "A" attached hereto and the other described in EXHIBIT "A-1" attached hereto.

Second party shall construct and maintain any road within the temporary easement areas, so as not to reduce the vertical clearance between first party's existing electric transmission lines and the ground thereunder below the minimum requirements set forth in General Order No. 95 of the Public Utilities Commission of the State of California.

Second party shall indemnify first party, its officers, agents and employees against all loss, damage, expense and liability resulting from injury to or death of persons, including, but not limited to, employees of first party or second party, or injury to property, including, but not limited to, property of first party or second party arising out of or in any way connected with the exercise of the rights herein granted including any loss, damage, expense, or liability proximately caused or contributed to by the negligence, whether active or passive, of first party, excepting only such loss, damage, expense, or liability as may be caused by the sole negligence or willful misconduct of first party.

In the event that second party's use of said temporary easement areas shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of first party's facilities then existing on said temporary easement areas and second party shall notify first party in writing of such necessity, first party shall proceed to effect such rearrangement, relocation, reconstruction or removal and second party agrees to reimburse first party for its actual costs of performing such work.

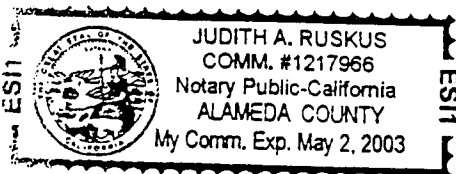
Second party shall use said temporary easement areas in such a manner as will not interfere with first party's use thereof or endanger first party's existing or future facilities installed thereon.

shall issue to the benefit of and bind the successors and assigns of

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE SECTION 27281)

THIS IS TO CERTIFY, That the State of California, grantee herein, acting by and through the Department of Transportation hereby accepts for public purposes the real property, or interest therein, conveyed by the attached instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 28 day of September 1999



José Medina

By John A. Hibel Director of Transportation  
JOHN A. HIBEL  
District Office Chief and Attorney in Fact  
R/W Acquisition/LPA Services

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

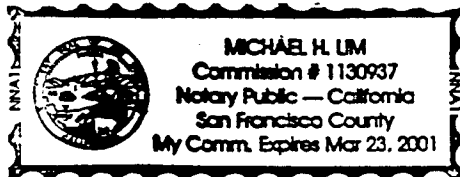
County of San Francisco

On August 19, 1999 before me, Michael H. Lim Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Lu de Silva

Name(s) of Signer(s)

- ☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she they executed the same in his her their authorized capacity ~~(ies)~~, and that by his her their signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Michael H Lim  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Easement - New Carquinez Bridge

Document Date: August 19, 1999 Number of Pages: 6

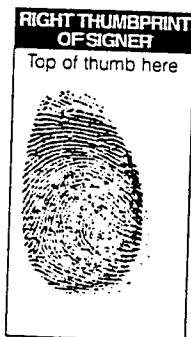
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Lu de Silva

- ☒ Individual  
☐ Corporate Officer  
Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

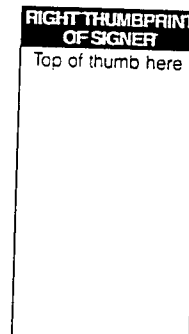
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

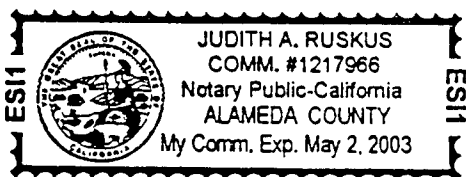
State of California

County of Alameda

On Sept. 28, 1999 before me, Judith A. Ruskus  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared John A. Fiebel  
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Judith A. Ruskus  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

**DESCRIPTION OF ATTACHED DOCUMENT**

Easement Deed  
TITLE OR TYPE OF DOCUMENT

5 pages  
NUMBER OF PAGES

August 19, 1999  
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

DO NOT RECORD THIS PAGE

North Bay

Auth. 2005079

T3N, R3W, MDB&M

Section 32, NW4

Ref: 2403-03-0037

-0040

-0043

-0302

-1256

Prepared: JBO

Revised 8/3/99: JBO

EXHIBIT A

PARCEL 1 (56951-2)

A TEMPORARY EASEMENT for construction purposes and incidents thereto to expire on 12/31/2006, upon, over and across that portion of Township 3 North, Range 3 West, M.D.B.&M. described as follows:

Beginning for reference at the C.H.C. monument referred to in the grant deed recorded Sept. 30, 1960 in Book 1046 at page 181, Solano County Records, said monument marks the northerly terminus of the course described as "N.23°49'26"W., 248.48 feet" in said deed; thence along said course, S.24°44'56"E., 75.727 meters to the northerly corner of the parcel conveyed to the Pacific Gas and Electric Co., described in the director's deed recorded Jan. 7, 1955 in Book 747 at page 425, Solano County Records; thence along the northeast and southeast lines of said parcel, S.65°10'16"E., 4.276 meters and S.24°49'44"W., 11.979 meters to the westerly line of Parcel Two as said parcel is described in the deed recorded in Book 221, page 203, Solano County Records; thence along the westerly line of Parcel Two, S.04°09'36"E., 9.011 meters; thence leaving said westerly line, S.23°09'38"W., 4.521 meters to the TRUE POINT OF BEGINNING of said temporary easement; thence S.23°09'38"W., 46.929 meters and N.66°50'22"W., 8.269 meters; thence N.02°58'05"W., 38.492 meters; thence N.87°01'55"E., 28.091 meters to the TRUE POINT OF BEGINNING. Containing 735 square meters, more or less.

The bearings and distances used in the above descriptions are on the California Coordinate System of 1927, Zone 2. Multiply the above distances by 1.0000818 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature David Korycinski  
Licensed Land Surveyor

Date 6-23-99





EXHIBIT A -1

PARCEL 1 (56951-3)

A TEMPORARY EASEMENT for construction purposes and incidents thereto to expire on 12/31/2006, upon, over and across that portion of Township 3 North, Range 3 West, M.D.B.&M. described as follows:

Beginning for reference at the C.H.C. monument referred to in the grant deed recorded Sept. 30, 1960 in Book 1046 at page 181, Solano County Records, said monument marks the southerly terminus of the course described as "N.34°33'56"W., 201.95 feet" in said deed; thence along said course, N.35°18'26"W., 61.557 meters to the westerly line of the property described in the deed recorded Feb. 1, 1917 in Book 25 of Deeds, page 436, Solano County Records, and now owned by the Pacific Gas and Electric Co.; thence along said westerly line, S.24°06'24"W., 190.813 meters to the TRUE POINT OF BEGINNING; thence leaving said westerly line, along a non-tangent curve to the right, from a radial bearing of N.13°28'32"E with a radius of 70.00 meters, a central angle of 30°54'22" and an arc length of 37.759 meters; thence S.45°37'06"E., 29.508 meters; thence along a tangent curve to the left with a radius of 133.000 meters, a central angle of 23°02'56" and an arc length of 53.503 meters; thence S.68°40'02"E., 31.574 meters; thence along a tangent curve to the right with a radius of 92.000 meters, a central angle of 14°55'02" and an arc length of 23.952 meters; thence S.02°58'02"E., 4.064 meters to the high water line of the Carquinez Straits, said high water line being the southerly line of the property described in said deed recorded in Book 25 of Deeds, page 436, Solano County Records. thence along said southerly line, N.88°59'00"W., 9.658 meters and N.61°53'12"W., 166.089 meters to the westerly line of the property described in last said deed; thence along said westerly line, N.24°06'24"E. 17.670 meters to the TRUE POINT OF BEGINNING.

Containing 1719 square meters, more or less.

The bearings and distances used in the above descriptions are on the California Coordinate System of 1927, Zone 2. Multiply the above distances by 1.0000818 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature

*David V. Korycinski*

Licensed Land Surveyor

Date

6-23-99

